



**FREQUENCY LICENCE GRANTED BY THE
COMMUNICATIONS AUTHORITY OF
KENYA
TO
XXXXXXXXXX
FOR
NATIONAL DIGITAL SOUND
BROADCASTING SIGNAL DISTRIBUTION**

LICENCE NO. CA/xx/FL/xx

THE LICENCE TERMS

The Communications Authority of Kenya (the “Authority”) in accordance with the Kenya Information and Communications Act, Cap 411A (the “Act”) hereby authorises **xxxxxxx** (the “Licensee”) to use the assigned radio frequency spectrum for the establishment of Radio-communication systems operating within the assigned radio frequency spectrum in the Republic of Kenya in accordance with the Terms and Conditions set out below:

1. The Assigned Spectrum is within the VHF frequency band 174-230 MHz for transmission at each designated broadcast site listed below, where each frequency channel is of 1.5MHz bandwidth.

| | SITE | LONGITUDE | LATITUDE | FREQUENCY CHANNEL/FREQ BLOCK | ERP POWER (dBW) | ANTENNA PATTERN |
|---|------|-----------|----------|------------------------------|-----------------|-----------------|
| 1 | | | | | | |
| | | | | | | |
| 2 | | | | | | |
| | | | | | | |

GAP FILLERS

| | SITE | GAP FILLER SITE COORDINATES | FREQUENCY CHANNEL/BLOCK | ERP POWER (W) | ANTENNA PATTERN |
|--|------|-----------------------------|-------------------------|---------------|-----------------|
| | | | | | |
| | | | | | |

KEY:

ND-Non-Directional Antenna

D-Directional Antenna with specified attenuation

2. This frequency License shall remain valid for the same period as your National Digital Sound Broadcast Signal Distribution Licence Number **BL/CA/Bxxx/xxx/xx** (the “Licence”), unless it is revoked earlier in accordance with the License Conditions herein.
3. In this Licence;
 - 3.1. the following terms shall have the following meanings:
 - 3.1.1. “**Act**” means the Kenya Information and Communications Act, Cap 411A, any successor legislation and/ or amendments made thereto;
 - 3.1.2. “**Regulations**” means the Kenya Information and Communications Regulations;

- 3.2. Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.

THE LICENCE CONDITIONS

1. The Licensee shall provide regular returns at intervals and in a format prescribed by the Authority.
2. The Assigned Radio Frequency Spectrum shall be used only for the purposes for which it is assigned and not for any other purpose, unless with the written authority of the Authority.
3. The licensee shall activate the assigned frequencies within the deadlines specified in the annual rollout plan approved by the Authority. In the event of failure to activate any assigned frequency within the said deadline, the Authority shall revoke the frequency assignment.
4. The Licensee shall notify the Authority three weeks prior to commencement date of activation of an assigned frequency, and facilitate access, by the Authority or its authorized agents, for inspection of its installations and facilities.
5. The Licensee shall operate the licensed system in a way that ensures that transmissions are limited within the Assigned Radio Frequency Spectrum and effective radiated power (ERP). The Authority, may upon application by licensee, modify the assigned parameters for sites where it shall be technically feasible, provided such modifications shall not result in an occurrence of harmful interference.
6. The Licensee shall endeavor to share scarce resources, optimize spectrum utilization, maximize efficiency, co-location and active site sharing.
7. All equipment and devices used under this licence shall be of an approved industrial standard; type approved by the Authority; conforming to the Regulations and any guidelines issued by the Authority from time to time; and shall operate the assigned radio frequency spectrum.
8. The Licensee shall at all times adhere to the ITU recommendations and co-ordinate with operators in the adjacent frequency slots in order to avoid mutual harmful interference.
9. The Authority may modify assigned parameters or require any equipment in use or any part thereof, to be modified, restricted in use, or be permanently or temporarily closed down immediately if, in the opinion of the Authority, a material breach of this Licence has occurred; and/or the use of the equipment is, or may be, causing or contributing to undue interference to the use of other authorized services. In the event of such modification, the Licensee shall be required to effect the change within 30 days of the date of official notification by the Authority, at no cost whatsoever to the Authority.
10. The Authority reserves the right to amend this Licence if the Authority determines that such amendment is necessary to achieve the objectives of the Act, the Regulations or any other relevant Policy and/or Regulatory Requirement.

11. The Licensee shall permit person(s) duly authorised by the Authority to have access to the equipment; and to perform any measurement for the purpose of assessing its performance or to ensure that the equipment is being used in accordance with the terms of this Licence.
12. The Licensee shall comply with the requirements of the Civil Aviation, Local Authorities, National Environment Management Authority (NEMA) and any other applicable authority with regard to aspects of the transmission masts.
13. The Authority is indemnified from any damages and liabilities that may arise with respect to structural failures in towers and buildings, and electromagnetic radiations.
14. The Licensee shall not assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence without the prior, written consent of the Authority.
15. Notwithstanding any other Condition in this License, the Authority may at any time revoke this Licence by giving thirty (30) days' notice in writing in any of the following circumstances:
 - 15.1. if the licensee communicates to the Authority in writing of their intention to terminate the Licence;
 - 15.2. if the Licensee does not provide evidence of the utilization of the assigned radio frequency spectrum within the specified rollout deadline. The Licensee shall submit such evidence by completing a Declaration Form prescribed by the Commission in that regard;
 - 15.3. if the Licensee proceeds to assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence without prior, written consent of the Authority;
 - 15.4. if the Licensee has breached any other Condition of this Licence, and in the Authority's opinion the breach is of a material nature, and the Licensee has failed to comply with any notice issued by the Authority under the Act or under the Regulations and thereafter has been given by the Authority a further thirty (30) days within which to make representations in relation to the matters set out in the earlier notice which the Authority has taken into account or matters which the Licensee believes are relevant and the Authority appears not to have taken into account;
 - 15.5. if the Licensee is dissolved or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.
 - 15.6. If the licensee's continued operation of the licensed broadcasting service is considered to be a threat to national security and/or cohesion.
 - 15.7. If the licensee or its directors are engaged in criminal activities and blatantly violates other laws of the Republic of Kenya.
 - 15.8. If the licensee is deregistered by the registering entity

After the end of the thirty (30) days' notice, the Authority shall publish a notice in the Kenya Gazette stating that it intends to revoke this Licence and setting out the reasons on which this intention is based. Revocation shall take effect seven (7) days following publication of the notice in the Kenya Gazette.

16. The Authority may renew this Licence at the request of the Licensee following the expiry of the License Period for an additional ten (10) years provided that the Authority has carried out a formal review to determine whether or not the Licence should be renewed, which review shall be concluded one (1) year prior to the expiry of the Licence Period.
17. The Licensee shall be subject to annual frequency fees as per the applicable frequency fee charging methodology that shall be in force. The Licensee shall be invoiced for the frequencies assigned for sites on the basis of the roll out plan for that particular period and the fees shall be paid upfront at the commencement of each financial year.

Signed for and on behalf of Communications Authority of Kenya

Director General

Date